

DEPARTMENT OF STATE  
WASHINGTON

Excellency:

November 30, 1998

04-680

I have the honor to refer to the recent discussions between representatives of the Government of the United States of America and of the Government of Japan concerning the terms and conditions whereby cooperation on the Imager for Magnetopause-to-Aurora Global Exploration (IMAGE) Mission (hereinafter referred to as "the Program") for launching of the IMAGE spacecraft, tracking of the said spacecraft and related scientific activities will be undertaken between the two Governments.

In consideration of the continuing mutually beneficial relationship between the two Governments in the field of peaceful exploration and use of outer space; taking into account the Agreement between the Government of the United States of America and the Government of Japan on Cooperation in Research and Development in Science and Technology, signed at Toronto, on June 20, 1988, as extended; and reaffirming that the provisions of the Agreement between the Government of the United States of America and the Government of Japan Concerning Cross-Waiver of Liability for Cooperation in the Exploration and Use of

His Excellency

Kunihiko Saito,

Ambassador of Japan.

Space for Peaceful Purposes, signed at Washington, on April 24, 1995, and the Exchange of Notes of the same date between the two Governments concerning subrogated claims shall apply to the Program, I have further the honor to propose on behalf of the Government of the United States of America the following arrangements:

1. Cooperation on the Program will be executed for the Government of the United States of America by the National Aeronautics and Space Administration (hereinafter referred to as "NASA") and for the Government of Japan by the Institute of Space and Astronautical Science (hereinafter referred to as "ISAS").

2. With a view to setting forth detailed terms and conditions for cooperation on the Program, NASA and ISAS will conclude implementing arrangements (Memorandum of Understanding, hereinafter referred to as "the MOU").

3. Unless otherwise agreed, the Government of the United States of America shall register the IMAGE spacecraft in accordance with the provisions of the Convention on Registration of Objects Launched into Outer Space, done at New York, on January 14, 1975.

4. NASA and ISAS shall consult with each other regarding any matter that may arise from or in connection with the cooperation on the Program. If the matter cannot be resolved through such consultations, consultations between the Government of the United States of America and the Government of Japan shall be held through diplomatic

channels with a view to finding a mutually acceptable solution.

5. The provisions of the present arrangements and the MOU shall be implemented in accordance with the laws and regulations in force in each country. Activities under the present arrangements and the MOU shall be subject to the availability of appropriated funds.

6. The present arrangements shall remain in force for a period of five years, unless terminated by either Government upon six months' written notice of its intention to terminate them through diplomatic channels. The present arrangements may be extended or amended by mutual written agreement of the two Governments.

I have further the honor to propose that, if the foregoing arrangements are acceptable to the Government of Japan, this Note and Your Excellency's Note in reply shall constitute an agreement between the two Governments, which will enter into force on the date of Your Excellency's reply.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

*Mary Beth West*



EMBASSY OF JAPAN  
WASHINGTON, D.C.

November 30, 1998

Excellency,

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date which reads as follows:

"I have the honor to refer to the recent discussions between representatives of the Government of the United States of America and of the Government of Japan concerning the terms and conditions whereby cooperation on the Imager for Magnetopause-to-Aurora Global Exploration (IMAGE) Mission (hereinafter referred to as "the Program") for launching of the IMAGE spacecraft, tracking of the said spacecraft and related scientific activities will be undertaken between the two Governments.

In consideration of the continuing mutually beneficial relationship between the two Governments in the field of peaceful exploration and use of outer space; taking into account the Agreement between the Government of the United States of America and the Government of Japan on Cooperation in Research and Development in Science and Technology, signed at Toronto, on June 20, 1988, as extended; and reaffirming that the provisions of the Agreement between the Government of the United States of America and the Government of Japan Concerning Cross-Waiver of Liability for Cooperation in the Exploration and Use of Space for Peaceful Purposes, signed at Washington, on April 24, 1995, and the Exchange of Notes of the same date between the two Governments concerning subrogated claims shall apply to the Program, I have further the honor to propose on behalf of the Government of the United States of America the following arrangements:

1. Cooperation on the Program will be executed for the Government of the United States of America by the National Aeronautics and Space Administration (hereinafter referred to as "NASA") and for the Government of Japan by the Institute of Space and Astronautical Science (hereinafter referred to as "ISAS").

2. With a view to setting forth detailed terms and conditions for cooperation on the Program, NASA and ISAS will conclude implementing arrangements (Memorandum of Understanding, hereinafter referred to as "the MOU").

3. Unless otherwise agreed, the Government of the United States of America shall register the IMAGE spacecraft in accordance with the provisions of the Convention on Registration of Objects Launched into Outer Space, done at New York, on January 14, 1975.

4. NASA and ISAS shall consult with each other regarding any matter that may arise from or in connection with the cooperation on the Program. If the matter cannot be resolved through such consultations, consultations between the Government of the United States of America and the Government of Japan shall be held through diplomatic channels with a view to finding a mutually acceptable solution.

5. The provisions of the present arrangements and the MOU shall be implemented in accordance with the laws and regulations in force in each country. Activities under the present arrangements and the MOU shall be subject to the availability of appropriated funds.

6. The present arrangements shall remain in force for a period of five years, unless terminated by either Government upon six months' written notice of its intention to terminate them through diplomatic channels. The present arrangements may be extended or amended by mutual written agreement of the two Governments.

I have further the honor to propose that, if the foregoing arrangements are acceptable to the Government of Japan, this Note and Your Excellency's Note in reply shall constitute an agreement between the two Governments, which will enter into force on the date of Your Excellency's reply."

I have further the honor to confirm on behalf of the Government of Japan that the foregoing arrangements are acceptable to the Government of Japan and to agree that Your Excellency's Note and this Note in reply shall constitute an agreement between the two Governments, which will enter into force on the date

of this reply.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Ambassador Extraordinary  
and Plenipotentiary of Japan

A handwritten signature in cursive script, appearing to read "H. Kobayashi".

Her Excellency  
Madeleine Korbel Albright  
The Secretary of State